

1 BILL NO. S-82-05- 01

2 SPECIAL ORDINANCE NO. S- 89-82

3 AN ORDINANCE approving a contract with
4 the Secretary of Housing and Urban Develop-
5 ment for the purchase of 3512 Oliver Street
6 Fort Wayne, Indiana, 46806, for Homesteading.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That the contract dated April 12, 1982, between
10 Housing & Neighborhood Development Services, Inc., and The
11 Secretary of Housing and Urban Development for:


12 the purchase of 3512 Oliver Street
13 Fort Wayne, Indiana 46806,

14 for a total cost of \$5,850.00, all as more particularly set forth
15 in said Contract which is made a part hereof and is, by reference,
16 incorporated herein, and further, said contract is on file in the
17 Office of Neighborhood Care, Inc., and two copies of the contract
18 is on file in the Clerk's Office and available for public
19 inspection.

20 SECTION 2. That this Ordinance shall be in full force and
21 effect from and after its passage and approval by the Mayor.

22
23 
24 COUNCILMEMBER

25 APPROVED AS TO FORM AND
26 LEGALITY MAY 7, 1982.

27
28 
29 BRUCE O. BOXBERGER, CITY ATTORNEY
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Read the first time in full and on motion by Gia Quinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 5-12-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>0</u>	<u>1</u>	<u>1</u>	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>1</u>	_____	<u>X</u>	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 5-25-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 5-89-82

on the 25th day of May, 1982

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of May, 1982, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 1st day of June, 1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-05-01

Hold until 25th

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving a contract with the Secretary of Housing and
Urban Development for the purchase of 3512 Oliver Street Fort Wayne,
Indiana, 46806, for Homesteading

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA - CHAIRMAN

Mark E. Giaquinta

PAUL M. BURNS - VICE CHAIRMAN

JAMES S. STIER

James S. Stier

JOHN NUCKOLS

John Nuckols

DONALD J. SCHMIDT

Donald J. Schmidt

5-25-82

CONCURRED IN

DATE 5-25-82 CHARLES W. WESTERMAN, CITY CLERK



- 3512 Oliver HUD REPO 4/12/82 -



- 3512 Oliver HUD REPO 4/13/82
REAR YARD -



- 3512 Oliver HUD REPO 4/13/82 -

Property Located in: City Fort Wayne	HUD Case No. Offer by: 151-192909-203
State Indiana	Housing & Neighborhood Development
County Allen	Services, Inc. of City of Fort Wayne

1. THE EFFECTIVE DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS **April 12, 1982**
PROVIDED THIS CONTRACT IS THEREAFTER SIGNED BY THE SELLER AND DELIVERED TO THE PURCHASER.

A. The SECRETARY OF HOUSING AND URBAN DEVELOPMENT, as SELLER, agrees to sell to the PURCHASER named below, and said Purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on the reverse hereof which are incorporated herein and made a part hereof.

PROPERTY IDENTIFICATION. Street address, including ZIP code.

**3512 Oliver Street
46806**

Brief Legal Description

- together with the appurtenances thereunto belonging.
- B. PRICE, \$ **5,850.00** DEPOSITS \$ (receipt of which is acknowledged to be refunded if offer rejected). BALANCE AT CLOSING \$ **5,850.00** TO BE PAID BY \$ **5,850.00** IN CASH AND \$ BY ☐ Mortgage (or Deed of trust, etc.).
☐ Installment Contract to the Seller providing for equal monthly installments of principal and interest at the maximum HUD interest rate permissible at the time of closing, together with 1/12 of the annual charges for property insurance, ground rents (if any), and any and all taxes and assessments now or hereafter levied against the property, in order that the Seller may pay such charges when due.
- C. CONTINGENCIES. 1. ☐ This ALL CASH offer is contingent upon closing of a year loan of \$ to be ☐ insured by HUD, ☐ guaranteed by VA, for which the Purchaser is to make application. 2. ☐ In order to further secure the Seller, the NOTE (or Installment Contract) will also be signed by , who is not named as a Grantee in Item F, and who has evidenced his agreement to so sign by executing this Sales Contract as Co-signer.
- D. OCCUPANCY. The Purchaser ☐ now occupies; ☐ will occupy prior to closing, as Tenant (if not single family, specify which unit). Purchaser will close with property ☐ vacant; subject to ☐ his own occupancy only; ☐ occupancy by himself and others; ☐ occupancy by other(s).
- E. PRORATIONS. The Seller will pay in full all improvement assessments which are available for payment without penalty at or prior to closing. Unless specified to the contrary hereinafter, all other assessments, taxes, rent, and ground rents (if any) shall be prorated as of the closing date, and the Purchaser will assume all taxes, assessments, and ground rents (if any) accruing on and after the closing date.
- F. CONVEYANCE. Title is to be taken in the following name and style.

HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC.

"This housing was constructed before 1950. There is a possibility that it may contain some lead paint that was in use before that time."

- G. SIGNATURE. This contract is signed by one or more of those named in Item F (herein referred to as the Purchaser) and by the Co-signer, if stipulated in C2.
- H. SPECIAL CONDITIONS. The Purchaser has examined the property and will accept the property in its present condition (the condition on the EFFECTIVE DATE shown above), except as follows: **None, except approval of governing body of city.**

Item F and Item 11 on the reverse hereof is null and void and of no effect, and the purchaser will make no claim thereunder. Purchaser also acknowledges the fact that the property may not meet local code requirements on which certificates of occupancy are based. The seller does not assume any liability for the corrections of outstanding building code violations after the sale is closed. Compliance with building code requirements is the responsibility of the purchaser. The addendum concerning ENERGY CONSERVATION REQUIREMENTS is incorporated herewith as a condition of the subject sale and is acknowledged herewith by the subject purchasers.

- I. The sale shall be closed at **St. Wayne Mike East Attny** as soon as possible and within a reasonable time after indication by the Seller of readiness to close.
IN WITNESS WHEREOF, Purchaser and Seller have signed this contract on the EFFECTIVE DATE shown above.

Housing & Neighborhood Development Services, Inc. *Naomi Jean Jefferson*
Purchaser's Signature and Phone No. BY **Naomi Jean Jefferson** Managing Director
Purchaser's Social Security No. Co-Signer's Signature

Purchaser's Signature

SECRETARY OF HOUSING AND URBAN DEVELOPMENT.
BY,

W H Garner
Type Name & Title

This contract is the one referred to in Form HUD-9561. Offer to Purchase and Broker's Tender, dated and signed by the undersigned, each of whom certifies for himself that neither he nor anyone authorized to act for him has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his race, color, religion, or national origin. The undersigned further certifies that he has executed and filed with HUD, Form HUD-9556, Joint HUD-VA Non-discrimination Certification (Sales Broker). NOTE: The Broker must sign this certification.

Type Name of Broker and Phone No.
Broker's Social Security or Employer Identification No.

By *W H Garner*
Signature and title

DIGEST SHEET

TITLE OF ORDINANCE Appropriation

J-92-05-01

DEPARTMENT REQUESTING ORDINANCE H.A.N.D.S.SYNOPSIS OF ORDINANCE Release C.D.B.G. funds to purchase property for
HomesteadingEFFECT OF PASSAGE Neighborhood revitalization by getting a vacant property
occupied and brought to code.EFFECT OF NON-PASSAGE H.A.N.D.S. cannot purchase this property.MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$5,850.00 purchase price
to Housing and Urban Development.

ASSIGNED TO COMMITTEE (J.N.) _____